



Sai Infrastructure

B-18, Ashiana, Sector-17, Vashi, Navi Mumbai - 400 703. Tel.: 2789 5134.

Date: 18.12.2022

Deviation Sheet for Agreement for Sale

The following clauses have been added and/or deviated in the Annexure 'A' Model Form of Agreement to be entered into between Promoter and Allottee(s) (See rule 10(1). The clauses are numbered as mentioned in the Agreement for sale:

Clause No. in Agreement	Clause	Addition/ Deviation
1	PROJECT	
1.2	The Promoter has received Commencement Certificate dated 14.10.2022 vide Ref No. NMMC/TPO/BP/3289/2022 ("Commencement Certificate") for construction of Residential Building, consisting of Ground floor plus 3 upper floors and 9 Flats, 20 closed parking, thereby utilizing the said total Built Up Area of 918.94 sq. mtrs ("Approved FSI"). A copy of Commencement Certificate is hereto annexed and marked as "Annexure C. The plan showing the approved layout of the Building as per the Commencement Certificate dated 14.10.2022 is marked as "Annexure D1".	DEVIATION
1.3	Promoter further declares that Promoter further intends to utilize entire Permissible FSI of 2908 sq. mtrs. in the form of ancillary FSI/premium FSI/ and / or TDR made available under UDCPR 2020 including but not limited to on account of fungible FSI/Premium FSI, increase in basic/zonal FSI on the said Project Land by constructing 4 (Four) additional floors on the existing approved plan of Stilt + 3 (three) floors which may entail height of the existing buildings to Stilt + 7 (Seven) Floors. The plan showing the layout of the proposed part of the building which is intended to be constructed on the said Project	DEVIATION

[Signature]
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	Land is demarcated and marked as "Annexure D2".	
	The said entire building shall be developed under the name "ANTARAA", more specifically mentioned in the Second Schedule hereunder and hereinafter be referred to as the said "Project". The Internal Amenities described in Fourth Schedule and common External Amenities as more particularly described in Fifth Schedule. The said Projects shall be developed in accordance with the plans, designs, specifications approved by competent authority with only such variation as may be required to utilize the total Permissible FSI of 2908.00 sq. mtrs. If required, the Promoter shall carry out minor modifications and compliances as may be deemed fit;	DEVIATON
1.4	The Promoter hereby reserves full right and absolute authority to develop the said Project by utilization of benefits available under aforesaid UDCPR. The Allottee shall execute irrevocable consent if required to be submitted to competent authority in such form and manner as the said authority may demand. Allottee shall not withhold the same in any manner and shall cooperate Promoter in this regard;	ADDITION
3	TOTAL CONSIDERATION & PAYMENT SCHEDULE	
3.1	The Allottee agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of this Agreement.	DEVIATON
3.2	The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make	DEVIATON

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	over such payment to Promoter within 7 days upon receiving a notice of demand (demand letter) from Promoter.	
3.4	The Total Consideration is exclusive of contribution (being common maintenance charges as detailed below) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The Allottee confirms and agrees that from the date of possession when the said Flat is handed over to the Allottee, all such taxes, levies and contribution shall be borne and paid by the Allottee.	ADDITION
3.5	The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.	ADDITION
3.6	The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.	ADDITION
3.8	The Allottee shall make payment of the balance amount immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.	ADDITION
3.9	Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Flat to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.	ADDITION
4	MODE OF PAYMENT: The Allottee/shall make all payments of the Total Consideration to the Promoter through an account	ADDITION

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	payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of "Sai Infrastructure", A/c No. 777705559820, IFSC NO - ICIC0000151, with ICICI Bank Ltd, Branch Sector 1, Vashi. In case of any financing arrangement entered by the Allottee with any financial institution for availing home loan with respect to the said Flat, the Allottee undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "Sai Infrastructure " A/c No. 777705559820, IFSC NO - ICIC000015 with ICICI Bank, Branch Sector 1, Vashi, Navi Mumbai. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee. In case of change of bank account number as mentioned above, the Allottee shall make payment as conveyed by Promoters in writing to the Allottee.	
5	INTEREST ON UNPAID DUE AMOUNT : Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when	DEVIATION

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	demand before the possession of the said Flat.	
6.1	DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE: The Promoters have disclosed the title of the said Project Land as well as encumbrances, if any, known to the Promoters in the title report of the advocate annexed hereto. The Promoters have also disclosed to the Allottee nature of its right, title and interest or right to construct the said Project, and also given inspection of all documents to the Allottee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after being satisfied with the same has entered into this Agreement.	ADDITION
7.1	SPECIFICATIONS AND AMENITIES The specifications and Internal Amenities of the Flat and Common External Amenities to be provided by the Promoter in the said Project are those that are set out in the Fourth Schedule hereunder. In the Project considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Flat such as civil, electrical, plumbing etc. If any such modification / customization is done by the Allottee after handover of possession by the Developer, it shall be liability of the Allottee only	DEVIATION
8	POSSESSION OF FLAT	
8.1	Schedule for possession of the said Flat: The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement subject to receipt of Total Consideration and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said Flat. In terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat by or before 31.12.2024	DEVIATION

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8.2	Procedure for taking Possession: The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. The Allottee agrees to pay the maintenance charges of Rs. [●]/- Rupees [●] only) per sq. as demanded ft. by the Promoter/association of Allottees, as the case may be and/or any such outstanding amounts as may be due and payable by the Allottee towards Total Consideration payable to the Promoter under this Agreement.	ADDITION
8.3	Compensation: Except for occurrence of the events stating herein above in clause no. 8.2, if the Promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason not attributable to the acts of Promoter; the Promoter shall be liable, on demand, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Flat.	DEVIATION
9	TIME IS ESSENCE Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly,	DEVIATION





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	the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.	
10	TERMINATION OF AGREEMENT	
10.2	That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this Agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this Agreement, the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in its absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute	DEVIATION AND ADDITION
10.4	It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee herein is terminated as herein above written then all the	ADDITION



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	instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.	
12	FORMATION OF COMMON ORGANISATION FOR THE PROJECT	
12.1	Considering the Promoter herein is carrying on the construction/development on the said Project Land as aforesaid and further to carry out the maintenance of Project and common external amenities and facilities more conveniently, there shall be an association of Allottees as a Co-operative Society or Company (hereinafter referred to as "Common Organization") which may be formed by prevailing local laws as may be applicable to the said Project, which the Promoter shall decide as suitable for the Flat holders in the said Project..	DEVIATION
12.3	The Promoter shall, within 3 (Three) months from the date of completion of the said Project including utilization of FSI as stated in Clause 1 above and (as per Occupancy Certificate issued by Competent Authority) and upon all the Allottees of the Project taking over the possession of their respective Flat, cause to convey to the Common Organization the said Land along-with the Building, thereon.	DEVIATION
13	COMMON MAINTENANCE CHARGES	
13.1	After the Promoter gives intimation in writing to the Allottee that the said Flat is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings to local authority and/or Government such dues shall be paid within 15 (fifteen) days of such intimation in respect of the said Project Land and Project namely water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other	DEVIATION